

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF VERMONT
SITTING IN BURLINGTON, VERMONT

Case No.: 2:23-cv-426

SHOUP, EVERS, AND GREEN, PLLC,)	
Plaintiff)	
)	
v.)	
)	
JUSTIN P. NADEAU,)	DEFENDANT BALDACCI'S
and JOSEPH M. BALDACCI)	ANSWER, AFFIRMATIVE DEFENSES,
d/b/a LAW OFFICES OF)	AND COUNTERCLAIM TO
JOSEPH M. BALDACCI,)	PLAINTIFF'S COMPLAINT
Defendants)	
)	

NOW COMES the Defendant, Joseph M. Baldacci d/b/a Law Offices of Joseph M. Baldacci and files the following Answer, Affirmative Defenses, and Counterclaim, pro-se in the above captioned matter:

ANSWER

1. Defendant Baldacci admits paragraphs 1, 2, and 3 of the Plaintiff's Complaint.
2. Defendant Baldacci admits paragraph 4 of the Plaintiff's Complaint except to note that it is now known as Baldacci, Sullivan, and Baldacci.
3. Defendant Baldacci is without sufficient information to admit or deny paragraph 5 of the Plaintiff's Complaint.
4. Defendant Baldacci admits the allegations contained in paragraphs 6 and 7 of the Plaintiff's Complaint.
5. Defendant Baldacci denies the allegations contained in paragraph 8 in that it was understood I would need to be admitted pro hac vice and I was admitted pro hac vice by the Vermont Courts.
6. Defendant Baldacci admits the allegations contained in paragraph 9 of the Plaintiff's Complaint.
7. Defendant Baldacci admits the allegations contained in paragraphs 10, 11, 12, and 13 of the Plaintiff's Complaint.

8. Defendant Baldacci denies the allegations contained in paragraph 14 of the Plaintiff's Complaint.
9. Defendant Baldacci admits the allegations contained in paragraph 15 of the Plaintiff's Complaint.
10. To the extent an answer is required for paragraphs 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26 Defendant Baldacci is without sufficient information to admit or deny and therefore denies the same.
11. Defendant Baldacci admits the allegations contained in paragraph 27.
12. Defendant Baldacci denies the allegations contained in paragraphs 28, 29, 30, and 31 of the Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

1. Laches.
2. Unclean hands.
3. Promissory Estoppel.
4. Equitable Estoppel.

WHEREFORE, having fully answered the Plaintiff's Complaint, Defendant Baldacci requests judgment be entered in his favor and awarded all costs in this matter.

COUNTERCLAIM

NOW COMES the Defendant/Counterclaim Plaintiff, Joseph M. Baldacci d/b/a Law Offices of Joseph M. Baldacci and files the following Complaint for Breach of Contract against Counterclaim Defendant Shoup, Evers, and Green, PLLC:

1. Defendant/Counterclaim Plaintiff reincorporates his answer to the Plaintiff's Complaint herein.
2. Counterclaim Defendant was found by Attorney Baldacci to be a suitable law firm to be local counsel after researching some sources.
3. This arrangement was presented to the Counterclaim Defendant and voluntarily accepted by the Counterclaim Defendant.
4. Counterclaim Defendant voluntarily agreed to take on certain duties that he could best handle and he expended over \$30,000 for another lawyer which was never approved or consulted by the Counterclaim Plaintiff; if that had been disclosed earlier it is likely work responsibilities would be handled differently.

5. Counterclaim Defendant has knowingly and intentionally breached their contractual obligations to Counterclaim Plaintiff by not paying Counterclaim Plaintiff his fair share of the referral fee in their successful case.
6. Much of the preparatory work was done by either Defendant Nadeau or by Defendant Baldacci prior to the initiation and after the initiation of the lawsuit and Counterclaim Plaintiff Baldacci was copied on all case communications, all court pleadings, and Counterclaim Plaintiff regularly monitored the case during the discovery phase. Counterclaim Plaintiff would have been present and participating if a trial was required, as that was the reason Counterclaim Plaintiff had been admitted pro hac vice.
7. In addition, Counterclaim Defendant has further breached the contract by not collecting 40% of the gross settlement of \$800,000 in this case, which should have been \$320,000. Counterclaim Defendant's decision not to collect the 40% called for in the agreement if the matter was in court was done without consulting with in any way Counterclaim Plaintiff.
8. Based on Counterclaim Defendant's failure to comply with the contract, judgment should be entered enforcing the original contract between all parties.
9. Prior to this lawsuit, Counterclaim Plaintiff made several efforts to resolve these matters but was rebuffed by either Counterclaim Defendant or Defendant Nadeau.

WHEREFORE, Counterclaim Plaintiff demands judgment against Counterclaim Defendant for 16.5% of the gross settlement of \$800,000 or \$132,000 plus interest and court costs.

Respectfully submitted this 12th day of December, 2023.

/s/ Joseph M. Baldacci, Esq.
Joseph M. Baldacci, Esq., Bar# 7292
Law Offices of Baldacci, Sullivan & Baldacci
6 State Street, Suite 605
P.O. Box 1423
Bangor, Maine 04402-1423
Ph: (207) 945-3333 Fx: (207) 942-8271
jbaldacci@baldaccilaw.com

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF VERMONT
SITTING IN BURLINGTON, VERMONT

Case No.: 2:23-cv-426

SHOUP, EVERS, AND GREEN, PLLC,)
Plaintiff)
v.)
JUSTIN P. NADEAU,)
and JOSEPH M. BALDACCI)
d/b/a LAW OFFICES OF)
JOSEPH M. BALDACCI,)
Defendants)

CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the Defendant Baldacci's Answer, Affirmative Defenses, and Counterclaim to Plaintiff's Complaint on each of the parties set forth on this Service List via email and US Mail, postage prepaid, on December 12, 2023.

All other parties listed on the Notice of Electronic Filing have been served electronically.

Dated: December 12, 2023

/s/ Joseph M. Baldacci, Esq.
Joseph M. Baldacci, Esq., Bar# 7292
Law Offices of Baldacci, Sullivan & Baldacci
6 State Street, Suite 605
P.O. Box 1423
Bangor, Maine 04402-1423
Ph: (207) 945-3333 Fx: (207) 942-8271
jbaldacci@baldaccilaw.com

Service List

Justin P. Nadeau
135 Wentworth Road
Rye, NH 03870
PortCityLawyers@gmail.com